



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-066628-25

In the matter of: 213, 54 FRONT ST S
THOROLD ON L2V1X1

Between: Michael Ashurov Tenant

And

Hector De Divitiis Landlord

Michael Ashurov (the 'Tenant') applied for an order determining that Hector De Divitiis (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 12, 2026.

Only the Tenant attended the hearing.

As of 9:25 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must provide the Tenant the last month's rent that is on deposit.
2. The Tenant testified that there was an agreement between himself and the Landlord to provide 30 days notice to terminate the tenancy, which the Tenant testified he did.
3. The Tenant provided documentation evidence which was a text message between himself and the Landlord requesting the last month's rent deposit back. In response from the Landlord, it indicates "Michael, I don't think I can do that. I haven't got your room rented yet."
4. The Tenant vacated the rental unit on June 14, 2025, as per the agreement between himself and the Landlord.
5. The Tenant provided uncontested oral testimony and evidence in relation to the agreement for the termination of the tenancy, and I am satisfied with the oral testimony provided by

the Tenant that there was an agreement between himself and the Landlord to terminate the tenancy, and that the last months rent is still being held by the Landlord due to the Landlord's text message response that he is unable to rent out the room.

6. I find that the parties agreed that the tenancy would terminate on June 14, 2025. The Tenant vacated the rental unit pursuant to the agreement between the Landlord and the Tenant. At the time the Tenant vacated the rental unit and the tenancy ended, the Landlord was still holding the rent deposit.
7. In accordance with s. 106(10), a landlord can only use a rent deposit to cover the rent for the last rental period. Since the rent for the last rental period was already paid, the deposit must be returned to the Tenant.
8. Therefore, I find the Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act').

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$948.00. This amount represents:
 - \$900.00 for the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 27, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 27, 2026, the Landlord will owe interest. This will be simple interest calculated from April 28, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 9, 2026
Date Issued

Samantha Greaves
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.